

**BOROUGH OF RED BANK
COUNTY OF MONMOUTH**

RESOLUTION NO. 24-80

**RESOLUTION APPROVING PROFESSIONAL SERVICES CONTRACT WITH
P.U.L.S.S.E. SERVICES FOR LICENSED CLINICAL SOCIAL WORKER SERVICES**

WHEREAS, the Borough of Red Bank (the "Borough") solicited proposals through a fair and open process under N.J.S.A. 19:44A-20.5 et seq., for a Licensed Clinical Social Worker to establish a community crisis response to calls received by the Borough's Police Department where substance abuse, addiction, mental and/or behavioral health are the reported issues; and

WHEREAS, P.U.L.S.S.E. Services, located at 9 Oxford Rd, Jackson, NJ 08527, submitted a proposal to provide the Licensed Clinical Social Worker services; and

WHEREAS, by Resolution No. NP23-70, the Borough awarded a professional services contract to P.U.L.S.S.E. Services in accordance with its proposal; and

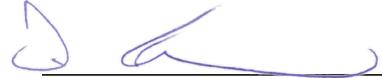
WHEREAS, in connection with said contract award, the Borough and P.U.L.S.S.E. Services have agreed to enter into the Contract for Professional Services attached hereto as Exhibit A; and

WHEREAS, funds are available in the Municipal Budget of the Borough, specifically the OPIOID Settlement funds (#G-02-40-621-000) to approve said Contract;

NOW, THEREFORE, BE IT RESOLVED BY THE BOROUGH COUNCIL OF THE BOROUGH OF RED BANK that the Professional Services Contract attached hereto as Exhibit A is hereby approved, and the Borough Manager is hereby authorized to execute said Contract for Professional Services.

	MOVED	SECONDED	AYES	NAYS	ABSTAIN	ABSENT	
Councilmember Bonatakis			x				
Councilmember Cassidy			x				
Councilmember Facey-Blackwood			x				
Councilmember Forest	x		x				
Councilmember Jannone		x	x				
Councilmember Triggiano			x				
Mayor Portman			x				
ON CONSENT AGENDA	Yes	x		No			

I hereby certify that the above Resolution was adopted by the Borough Council of the Borough of Red Bank, In the County of Monmouth at a Meeting held on March 14, 2024.



Laura Reinertsen, Borough Clerk

**CONTRACT FOR
PROFESSIONAL
SERVICES**

LICENSED CLINICAL SOCIAL WORKER

by and between

BOROUGH OF RED BANK
90 Monmouth Street
Red Bank, New Jersey
07701

and

P.U.L.S.S.E. SERVICES
9 Oxford Road
Jackson, New Jersey
08527

October 1, 2023 to September 30, 2024

This Contract for Professional Services (the “Contract”) is entered into by and between the Borough of Red Bank, 90 Monmouth Street, Red Bank, NJ 07701 (the “Borough”) and P.U.L.S.S.E. Services, 9 Oxford Road, Jackson, NJ 08527 (the “Contractor”). The Borough and the Contractor are referred to collectively as the “Parties.”

WHEREAS, the Borough seeks to enter into a Professional Service Contract for a Licensed Clinical Social Worker to establish a community crisis response to calls for service received by the Borough and its Police Department where substance abuse, addiction, mental and/or behavioral health are the reported issues; and

WHEREAS, the Borough solicited proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.5 et seq., which requires that award of contract for “Professional Services” through the fair and open process must be made by resolution authorizing the award of said contract and must be publicly advertised; and

WHEREAS, the Contractor submitted a proposal indicating it is willing and able to provide the needed Licensed Clinical Social Worker services; and

WHEREAS, the Contractor’s credentials were evaluated by the Borough and the Contractor has been found to meet all requirements and criteria to provide the aforesaid services;

NOW, THEREFORE, the Parties have agreed to contract for Licensed Clinical Social Worker services as follows:

1. **Contract Documents**. The Borough’s advertised Request for Proposals, dated August 10, 2023; the Contractor’s Proposal, dated September 3, 2023; and the Borough’s Resolution of Award, dated September 14, 2023, are hereby incorporated by reference into this Contract in their entirety.

2. **Term**. The term of this Contract shall commence on October 1, 2023 and shall expire on September 30, 2024.

3. **Payment**. For all Licensed Clinical Social Worker services provided under this Contract, the Borough shall compensate the Contractor at a billable rate of \$105.00 per hour, not to exceed \$65,520.00 during the term of this Contract.

4. **Scope of Services**. The Contractor shall provide Licensed Clinical Social Worker services to the Borough and its Police Department, as required and requested by the Borough. The Contractor shall work with the Borough and its Police Department to establish a community crisis response to calls for service received by the Borough and its Police Department where substance abuse, addiction, mental and/or behavioral health are the reported issues. It is anticipated that the Contractor will provide three 4-hour shifts per week in connection with its provision of Licensed Clinical Social Worker services, but the exact schedule and hours will be determined by the Parties, as needed, during the term of this Contract.

5. Invoices and Payment. On the first day of each month following the date of this Contract, or as soon thereafter as practicable, the Contractor shall provide the Borough with an invoice for all services provided by the Contractor to the Borough during the preceding month. The Contractor shall comply with all payment policies and procedures required by the Borough.

6. Termination. Either party may terminate this Contract at any time by providing thirty (30) days written notice to the other party.

7. Integration Clause. This Contract represents and contains the entire agreement and understanding with respect to the subject matter of this Contract, and supersedes any and all prior oral and written agreements and understandings, and no representation, warranty, condition, understanding or agreement of any kind with respect to the subject matter hereof shall be relied upon by the Parties hereto unless incorporated herein. This Contract may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

8. Representation of Comprehension. The Parties represent to each other that they have completely read this Contract, fully understand its terms and voluntarily accept same of their own choice. The Parties further represent and acknowledge that they have been provided with the opportunity to review this Contract with independent legal counsel.

9. Construction. In the event that one or more of the provisions or portions of this Contract is determined to be illegal or unenforceable, the remainder of this Contract shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law. This Contract is entered into in the State of New Jersey and shall be construed and interpreted in accordance with its laws. This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed one and the same instrument.

10. Who Is Bound. The Parties are bound by this Contract. Any person or entity who succeeds to their respective rights and responsibilities is also bound.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the day and year written below.

BOROUGH OF RED BANK

P.U.L.S.S.E. SERVICES

By: _____

By: _____

Name/Title: _____

Name/Title: _____

Date: _____

Date: _____